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8 Attorney for Trustee  
9 Michael D. McGranahan

10 IN THE UNITED STATES BANKRUPTCY COURT  
11 FOR THE EASTERN DISTRICT OF CALIFORNIA  
12 (Sacramento Division)

13 In re: ) Case No: 07-29062  
14 KHALED ANBER, aka AHMED )  
15 KHALED ANBER, dba Corporate ) Chapter 7 Case  
16 Limousine and Sedan, dba ) DC No. CWC-9  
17 Galaxy Vending, dba Awesome )  
18 Mobile Mix Concrete, LLC, )  
19 P.O. Box 2121 )  
20 Mill Valley, CA 94942 )  
21 SS. XXX-XX-8309 )  
22 Debtor. ) Date: August 18, 2010  
23 ) Time: 10:00 a.m.  
24 ) Place: Courtroom 34

25 MOTION FOR AUTHORIZATION TO SELL

26 REAL PROPERTY OF THE ESTATE

27 (125 Neptune Drive, Shelter Cove, CA)

28 To: The Honorable Robert S. Bardwil, U.S. Bankruptcy Judge:  
Michael D. McGranahan, the duly qualified and acting trustee  
in this case, pursuant to 11 U.S.C. § 363(b) respectfully  
represents:

1. This Court has jurisdiction of this matter under  
28 U. S. C. §§ 1334 and 157(a).

2. On October 29, 2007, the Debtor filed a petition under  
Chapter 11 of the Bankruptcy Code, in the above-entitled Court.

1 On May 22, 2008, the Court entered an order converting the case  
2 to a case under Chapter 7. Michael D. McGranahan, has been  
3 appointed Chapter 7 Trustee in this case.

4 3. Among the assets which constitute property of the  
5 bankruptcy estate is the Debtor's interest in real property  
6 located at 125 Neptune Drive, Shelter Cove, CA, APN 111-231-019-  
7 000 ("Subject Property"), more particularly described in the  
8 Preliminary Report of Humboldt Land Title Co., attached to the  
9 List of Exhibits filed concurrently herewith.

10 4. The Trustee has entered into an agreement with Joseph  
11 and Beverly Santos (the "Buyers"), 12410 Alta Mesa, Auburn, CA  
12 95603, or nominee, for sale of the Subject Property for  
13 \$29,000.00 in cash upon the terms and conditions described in the  
14 Vacant Land Purchase Agreement and Joint Escrow Instructions with  
15 Trustee's Addendum dated June 22, 2010 (the "Agreement") which is  
16 annexed to the List of Exhibits filed concurrently herewith.

17 5. The Buyers have deposited the sum of \$2,000.00 with the  
18 Trustee to be held in trust pending court approval of the sale.  
19 The Buyers are purchasing the Subject Property on an "As Is,  
20 Where Is" basis. Said sale is without representation or  
21 warranties of any kind, express or implied, including, without  
22 limitation, representations of merchantability and/or fitness for  
23 any particular purposes. The sale is subject to Bankruptcy Court  
24 approval and subject to third party overbids in \$1,000.00  
25 increments at the hearing on this matter. Prior to the hearing  
26 on this matter, all third party bidders must deposit \$2,000.00 in  
27 certified funds with the Trustee and agree to execute a contract  
28 with terms and conditions identical to the Agreement in order to

1 be eligible to make overbids at the hearing. All deposits of  
2 unsuccessful bidders are fully refundable.

3 6. Under the terms of a separate agreement, Real Estate  
4 Depot, the Trustee's and Buyers' licensed real estate broker will  
5 receive a brokerage fee of 10% of the sales price.

6 7. The Trustee is informed and believes that the bankruptcy  
7 estate will not incur any adverse tax consequences from the sale.

8 8. Said sale will fully pay all liens, encumbrances, taxes,  
9 etc. on the property. The costs and expenses of such sale  
10 include, but are not limited to, all closing costs, all property  
11 taxes and assessments and the real estate broker's commission.

12 9. Said sale represents the Trustee's best efforts to sell  
13 the subject Property for the highest possible price and the  
14 Trustee believes that the proposed sale is in the best interest  
15 of the estate.

16 WHEREFORE, the Trustee, Michael D. McGranahan, prays for an  
17 Order of this Court:

18 1. Authorizing the Trustee, pursuant to 11 U.S.C. § 363(b)  
19 to sell the Debtor's interest in the real property located at 125  
20 Neptune Drive, Shelter Cove, CA. APN 111-231-019-000, to Joseph  
21 and Beverly Santos, or nominee, for the sum of \$29,000.00 in cash  
22 upon the terms and conditions in the above-described Agreement;

23 2. Authorizing the Trustee to pay through escrow all costs  
24 and expenses of the sale including but not limited to, all  
25 closing costs, all property taxes and assessments and the payment  
26 of a real estate commission in the amount of 10% of the sale  
27 price to Real Estate Depot;

28 3. Authorizing such overbids as may be submitted at the

1 time of the hearing on this Motion, subject to such terms and  
2 conditions as may be required by the Trustee and/or the Court;

3 4. Authorizing the execution and delivery by the Trustee of  
4 any and all documents which may be necessary or convenient to  
5 conclude the transaction;

6 5. Granting such other and further relief as the court  
7 deems proper.

8 Dated: 7-14-10

Respectfully Submitted,

9 Law Office of Carl W. Collins

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11 Carl W. Collins, Esq.  
12 Attorney for Trustee  
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